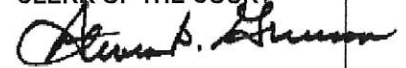


EXHIBIT A

EXHIBIT A

EXHIBIT A

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Steven D. Grierson
CLERK OF THE COURT



CASE NO: A-20-809306-C
Department 24

COMJD

MICHAEL C. KANE, ESQ.

Nevada Bar No. 10096

BRADLEY J. MYERS, ESQ.

Nevada Bar No. 8857

JASON C. BARRON, ESQ.

Nevada Bar No. 7270

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1137 South Rancho Drive, Suite 150-A

Las Vegas, Nevada 89102

Telephone: (702) 382-0000

Attorneys for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

MARYLOU QUIACUSAN,

Plaintiff,

vs.

BURLINGTON COAT FACTORY WAREHOUSE
CORPORATION., a Delaware Corporation; DOES
I through X, inclusive, Nevada Residents; and ROE
CORPORATIONS I through X, inclusive, Nevada
Corporate Entities;

Defendants.

Case No. :

Dept. No.:

COMPLAINT
AND DEMAND FOR JURY TRIAL

Plaintiff MARYLOU QUIACUSAN, by and through her attorneys of record, MICHAEL
C. KANE, ESQ., BRADLEY J. MYERS, ESQ., and JASON C. BARRON, ESQ., of
THE702FIRM, for her Complaint against the Defendant, states, asserts and alleges as follows:

GENERAL ALLEGATIONS

1. Plaintiff, MARYLOU QUIACUSAN ("QUIACUSAN"), is and was, at all times relevant to these proceedings, a resident of Clark County, Nevada.

2. Upon information and belief, Defendant BURLINGTON COAT FACTORY WAREHOUSE CORPORATION ("BURLINGTON"), is and was, a Delaware Corporation, duly authorized and conducting business in the County of Clark, State of Nevada.

3. That the true names and capacities of the Defendants, DOES I through X, inclusive, and ROE CORPORATIONS I through X, inclusive, are unknown to the Plaintiff, who therefore sues said Defendants by said fictitious names. Plaintiff is informed, believes and therein alleges that each of the Defendants designated as DOES I through X and ROE CORPORATIONS I through X are Nevada residents and/or Nevada corporate entities, and in some manner negligently responsible for the events and happenings referred to and caused damages proximately to Plaintiff as herein alleged.

4. Plaintiff is informed, believes and therein alleges that each of the Defendants designated as DOES I through X and ROE CORPORATIONS I through X, are owners, agents, employees, general contractors, sub-contractors, and/or assigns of Defendants, who while within the scope and course of their employment with said Defendants, were responsible for the negligence alleged herein. Plaintiff will seek leave of the Court to amend this Complaint to insert the true names, whether individual, corporate, associate or otherwise, of such Defendants when the same have been ascertained to join such Defendants in this action together with the proper charging allegations pursuant to *Nurenburger Hercules-Werke GMGH v. Virosteck*, 107 Nev. 873, 822 P.2d 11000 (1991).

5. Plaintiff is informed and believes and thereon alleges that at all relevant times mentioned herein, Defendants, and each of them, including DOE and ROE Defendants, were principals/agents, masters/servants, employers/employees, and/or joint venture partners and/or

1 employees of the remaining Defendants and were acting within the course and scope of such
 2 agency, employment, partnership, and/or joint venture and with the knowledge and consent of the
 3 remaining Defendants. As such, each partner, employer, master, and/or principal is vicariously
 4 liable for the said negligent actions of its employee, servant, and/or agent pursuant to NRS 41.130.

5
 6 6. Upon further information and belief, Defendant BURLINGTON operated,
 7 controlled, leased, managed, performed work, maintained, promoted, advertised, provided
 8 briefings about, employed or otherwise engaged in actions surrounding the property located at
 9 5959 West Sahara Avenue, Las Vegas, Clark County, Nevada, more commonly known as
 10 BURLINGTON COAT FACTORY Store #213, hereinafter referred to as "BURLINGTON".

11 7. On or about September 22, 2018, Plaintiff QUIACUSAN was lawfully present at
 12 BURLINGTON as an invitee of BURLINGTON when she slipped and fell on liquid on the floor
 13 located approximately between a checkout line and the main exit ("Dangerous Condition").
 14

15 8. Upon information and belief, DOE Defendants and/or ROE CORPORATIONS
 16 created, observed, knew, or were informed of the Dangerous Condition and failed to clean up the
 17 liquid or warn anyone about the Dangerous Condition.

18 JURISDICTION

19 9. Plaintiff repeats and realleges the allegations above as though fully set forth herein
 20 at length.

21 10. The Eighth Judicial District Court has jurisdiction of this civil tort action in
 22 accordance with NRCP8 (a)(4), NRS 13.040 and NRS 41.130 as the incident and location
 23 occurrence giving rise to this matter occurred in Clark County, Nevada and the amount in
 24 controversy exceeds \$15,000.
 25

26 ///

27 ///

28 ///

FIRST CLAIM FOR RELIEF
(Negligence – Premises Liability)

11. Plaintiff repeats and realleges the allegations above as though fully set forth herein at length.

12. On or about September 22, 2018, upon information and belief, Defendants and/or certain DOES and/or ROE CORPORATIONS owed a duty of care to its patrons, including Plaintiff, and either negligently created the Dangerous Condition and/or negligently failed to provide adequate maintenance and warnings of the same.

13. Defendants' breach of their duty of care directly and proximately caused injury to Plaintiff.

14. Defendants, and each of them, knew or should have known that the failure to adequately maintain their premises could lead to injury.

15. At all times mentioned herein, there were in force statutes, ordinances, and regulations prohibiting the conduct exhibited by Defendants, and each of them.

16. Plaintiff was a member of the class of persons for whose protection said statutes, ordinances, and regulations were enacted or promulgated.

17. Plaintiff's injuries were the type of injuries that said statutes, ordinances, and regulations were intended to prevent.

18. As a further direct and proximate result of Defendants' negligence, Plaintiff suffered physical and mental pain, disfigurement, shock and agony, and incurred medical bills, all to her damage in an amount in excess of Fifteen Thousand Dollars (\$15,000.00).

19. Plaintiff has been compelled to retain the services of an attorney to represent her in this action and is, therefore, entitled to reasonable attorney's fees and costs incurred herein.

///

///

SECOND CLAIM FOR RELIEF

(Negligent Hiring, Training, Retention, and Supervision)

20. Plaintiff repeats and realleges the allegations above as though fully set forth herein at length.

21. At all times mentioned herein, Defendants BURLINGTON and DOE Defendants and/or ROE CORPORATIONS, had a duty to hire competent persons and properly train and supervise them in performance of their work duties.

22. Defendants BURLINGTON, DOE and/or ROE entities breached their duty to properly train, supervise, retain and/or supervise its employees.

23. As a direct and proximate result of aforementioned Defendants' negligence in hiring, training, supervising, and/or controlling employee(s), including Defendants' Doe Employees, in failing to warn, remedy and/or otherwise avoid the Dangerous Condition, Plaintiff has suffered severe injuries and sustained damages in excess of Fifteen Thousand Dollars (\$15,000.00).

24. Plaintiff has been forced to retain the services of an attorney in this action and is entitled to reasonable attorney's fees and costs.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment on all claims for relief against the Defendants, and each of them, as follows:

1. General Damages for Plaintiff's pain, suffering, disfigurement, emotional distress, shock, loss of enjoyment of life, and agony in an amount in excess of \$15,000.00.
2. Special Damages for Plaintiffs' medical expenses in an amount excess of \$15,000.00.

///

///

1 3. Costs of suit incurred including reasonable attorneys' fees.

2 4. For such other relief as the Court deems just and proper.

3 DATED this 16th day of January 2020.

4 **THE702FIRM**

5
6
7 MICHAEL C. KANE, ESQ.
Nevada Bar No. 10096
8 BRADLEY J. MYERS, ESQ.
Nevada Bar No. 8857
9 JASON C. BARRON, ESQ.
Nevada Bar No. 7270
10 400 S. 7th Street, Suite 400
11 Las Vegas, Nevada 89101
12 *Attorney for Plaintiff*

13 **DEMAND FOR JURY TRIAL**

14 Plaintiff, by and through her attorneys of record, THE702FIRM, hereby demands a jury
15 trial of all of the issues in the above matter.

16 DATED this 16th day of January 2020.

17 **THE702FIRM**

18
19
20 MICHAEL C. KANE, ESQ.
Nevada Bar No. 10096
21 BRADLEY J. MYERS, ESQ.
Nevada Bar No. 8857
22 JASON C. BARRON, ESQ.
Nevada Bar No. 7270
23 400 S. 7th Street, Suite 400
24 Las Vegas, Nevada 89101
25 *Attorney for Plaintiff*
26
27
28

SUMM

District Court
CLARK COUNTY, NEVADA

MARYLOU QUIACUSAN;

Plaintiff(s),

-vs-

BURLINGTON COAT FACTORY WAREHOUSE CORPORATION, a Delaware Corporation; DOES I through X, inclusive, Nevada Residents; and ROE CORPORATIONS I through X, inclusive, Nevada Corporate Entities;

Defendant(s),

CASE NO. CASE NO: A-20-809306-C
DEPT. NO. Department 24

SUMMONS – CIVIL

NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 21 DAYS. READ THE INFORMATION BELOW.

TO THE DEFENDANT(S): A civil Complaint has been filed by the Plaintiff(s) against you for the relief set forth in the Complaint.

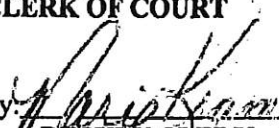
BURLINGTON COAT FACTORY WAREHOUSE CORPORATION

1. If you intend to defend this lawsuit, within 21 days after this Summons is served on you exclusive of the day of service, you must do the following:
 - (a) File with the Clerk of this Court, whose address is shown below, a formal written response to the Complaint in accordance with the rules of the Court, with the appropriate filing fee.
 - (b) Serve a copy of your response upon the attorney whose name and address is shown below.
2. Unless you respond, your default will be entered upon application of the Plaintiff(s) and failure to so respond will result in a judgment of default against you for the relief demanded in the Complaint, which could result in the taking of money or property or other relief requested in the Complaint.
3. If you intend to seek the advice of an attorney in this matter, you should do so promptly so that your response may be filed on time.
4. The State of Nevada, its political subdivisions, agencies, officers, employees, board members, commission members and legislators each have 45 days after service of this Summons within which to file an Answer or other responsive pleading to the Complaint

Submitted by:

STEVEN D. GRIERSON
CLERK OF COURT

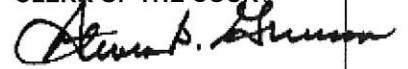
BRADLEY J. MYERS, ESQ. (8857)
MICHAEL C. KANE, ESQ. (10096)
JASON C. BARRON, ESQ. (7270)
THE702FIRM
400 South Seventh Street
Las Vegas, Nevada 89101
Telephone: (702) 776-3333
Attorneys for Plaintiff

By: 
DEPUTY CLERK
Regional Justice Center
200 Lewis Avenue
Las Vegas, NV 89155
Marie Kramer

1/28/2020

Date

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1/28/2020 9:34 AM
Steven D. Grierson
CLERK OF THE COURT



CASE NO: A-20-809306-C
Department 24

IAFD

MICHAEL C. KANE, ESQ.

Nevada Bar No. 10096

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Nevada Bar No. 8857

JASON C. BARRON, ESQ.

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and

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Nevada Bar No. 4310

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1137 South Rancho Drive, Suite 150-A

Las Vegas, Nevada 89102

Telephone: (702) 382-0000

Attorneys for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

MARYLOU QUIACUSAN,

Plaintiff,

vs.

BURLINGTON COAT FACTORY WAREHOUSE
CORPORATION, a Delaware Corporation; DOES I
through X, inclusive, Nevada Residents; and ROE
CORPORATIONS I through X, inclusive, Nevada
Corporate Entities;

Defendants.

Case No. :

Dept. No.:

PLAINTIFF'S INITIAL APPEARANCE FEE DISCLOSURE

Plaintiff MARYLOU D QUIACUSAN, by and through her attorneys of record, MICHAEL
C. KANE, ESQ., BRADLEY J. MYERS, ESQ., and JASON C. BARRON, ESQ., of

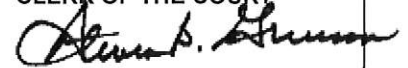
1 THE702FIRM, hereby files this Initial Appearance Fee Disclosure for the first appearance filing
2 fee of \$270.00.

3 DATED this 18th day of January 2020.

4 **THE702FIRM**

5
6
7 BRADLEY J. MYERS, ESQ.
8 Nevada Bar No. 8857
9 MICHAEL C. KANE, ESQ.
10 Nevada Bar No. 10096
11 JASON C. BARRON, ESQ.
12 Nevada Bar No. 7270
13 400 South 7th Street #400
14 Las Vegas, Nevada 89101
15 *Attorneys for Plaintiff*
16
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Steven D. Grierson
CLERK OF THE COURT



1 **ANS**
2 **JONATHAN J. HANSEN, ESQ.**
3 Nevada Bar No. 7002
4 **HANSEN & HANSEN, LLC**
5 9030 W. Cheyenne Ave. #210
6 Las Vegas, NV 89129
7 (702) 906-1300: office
8 (702) 620-5732: facsimile
9 jjhansen@hansenlawyers.com
10 *Attorney for Defendant*

7 **DISTRICT COURT**
8 **CLARK COUNTY, NEVADA**

8 MARYLOU QUIACUSAN,
9
10 Plaintiff,

CASE NO.: A-20-809306-C
DEPT. NO.: 24

11 v.

12 BURLINGTON COAT FACTORY
13 WAREHOUSE CORPORATION, a Delaware
14 Corporation; DOES I through X, inclusive,
15 Nevada Residents; and ROE CORPORATIONS
16 I though X, inclusive, Nevada Corporate
17 Entities,
18 Defendants,

17 **ANSWER**

18 COMES NOW, the Defendants, BURLINGTON COAT FACTORY WAREHOUSE
19 CORPORATION, by and through its attorney, Jonathan J. Hansen, Esq., of the law firm HANSEN
20 & HANSEN, LLC, and for answer to the Plaintiff's Complaint on file herein, deny, admit and allege
21 as follows:
22

23 **I.**

24 Answering Paragraphs 1, 2, 3, 4, 5, 6, and 7 of the Plaintiff's Complaint, this answering
25 Defendant alleges that it does not have sufficient knowledge or information upon which to base a
26 belief as to the truth of the allegations contained therein and upon said ground denies each and every
27 allegation contained therein.
28

II.

Answering Paragraph 8 of the Plaintiff's Complaint, this answering Defendant denies each and every allegation contained therein.

III.

Answering Paragraph 9 of the Jurisdiction of the Plaintiff's Complaint, this answering Defendant restates and realleges its answers to paragraph 1 through 8 as though set forth fully herein.

IV.

Answering Paragraph 10 of the Jurisdiction of the Plaintiff's Complaint, this answering Defendant alleges that it does not have sufficient knowledge or information upon which to base a belief as to the truth of the allegations contained therein and upon said ground denies each and every allegation contained therein.

V.

Answering Paragraph 11 of the First Claim for Relief this answering Defendant restates and realleges its answers to paragraph 1 through 10 as though set forth fully herein.

VI.

Answering Paragraphs 12, 13, 14, 15, and 19 of the First Claim for Relief of the Plaintiff's Complaint, this answering Defendant denies each and every allegation contained therein.

VII.

Answering Paragraphs 16 and 17 of the First Claim for Relief of the Plaintiff's Complaint, this answering Defendant alleges that it does not have sufficient knowledge or information upon which to base a belief as to the truth of the allegations contained therein and upon said ground denies each and every allegation contained therein.

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VIII.

Answering Paragraph 18 of the First Claim for Relief of the Plaintiff's Complaint, this answering Defendant denies that the Plaintiff was damaged in the sums alleged or in any sum whatsoever.

IX.

Answering Paragraph 20 of the Second Claim for Relief of the Plaintiff's Complaint, this answering Defendant restates and realleges its answers to paragraph 1 through 19 as though set forth fully herein.

X.

Answering Paragraph 21 of the Second Claim for Relief of the Plaintiff's Complaint, this answering Defendant alleges that it does not have sufficient knowledge or information upon which to base a belief as to the truth of the allegations contained therein and upon said ground denies each and every allegation contained therein.

XI.

Answering Paragraphs 22 and 24 of the Second Claim for Relief of the Plaintiff's Complaint, this answering Defendant denies each and every allegation contained therein.

XII.

Answering Paragraph 23 of the Second Claim for Relief of the Plaintiff's Complaint, this answering Defendant denies that the Plaintiff was damaged in the sums alleged or in any sum whatsoever.

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AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

Defendant alleges that the negligence of the Plaintiff caused or contributed to her injuries and she is comparatively at fault, or that her negligence exceeds that of the Defendant, if any, and that the Plaintiff is thereby barred from any recovery.

SECOND AFFIRMATIVE DEFENSE

Defendant alleges that the Plaintiff fails to name a party necessary for full and adequate relief essential in this action.

THIRD AFFIRMATIVE DEFENSE

Defendant alleges that the allegations contained in the Plaintiff's Complaint fail to state a cause of action against Defendant upon which relief can be granted.

FOURTH AFFIRMATIVE DEFENSE

Defendant alleges that the injuries or damage sustained by the Plaintiff are a direct and proximate result of the intervening or other acts of a person or persons over whom this Defendant exercised no control and with whom this Defendant has no legal relationship.

FIFTH AFFIRMATIVE DEFENSE

Defendant alleges that Plaintiff has failed to mitigate her damages.

SIXTH AFFIRMATIVE DEFENSE

Defendant alleges that the injuries, if any, suffered by the Plaintiff as set forth in the Plaintiff's Complaint were caused in whole or in part by the negligence of a third party over which Defendant had no control or authority.

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SEVENTH AFFIRMATIVE DEFENSE

Defendant alleges that any alleged hazard was open and obvious to the Plaintiff and the Plaintiff was or should have been aware of said condition before the alleged incident occurred, and that Plaintiff voluntarily confronted said open and obvious condition.

EIGHTH AFFIRMATIVE DEFENSE

Defendant alleges that at the time and place alleged in the Complaint, Plaintiff did not exercise ordinary care, caution or prudence in the premises to avoid said accident, and the resulting injuries complained of, if any, were directly and proximately contributed to and caused by the fault, carelessness and negligence of the Plaintiff.

NINTH AFFIRMATIVE DEFENSE

Defendant is not the real party in interest or is improperly named in the Complaint.

TENTH AFFIRMATIVE DEFENSE

Defendant alleges that the Plaintiff has failed to timely plead this matter and has thereby delayed the litigation and investigation of this claim to the prejudice of the Defendant and accordingly this action should be dismissed.

ELEVENTH AFFIRMATIVE DEFENSE

Defendant alleges that the Plaintiffs causes of action as set forth in the Complaint are barred by the Statute of Limitations as contained in Chapter 11 of the Nevada Revised Statutes.

TWELVTH AFFIRMATIVE DEFENSE

Plaintiff failed to join one or more indispensable parties so as to permit the court to grant the relief which is requested and prayed for in the Complaint.

///

///

THIRTEENTH AFFIRMATIVE DEFENSE

That any improper acts or omissions to act alleged against Defendants were committed with knowledge, actual and/or implied, of Plaintiff. On the basis of such ratification by Plaintiff, Defendants owe no liability whatsoever to Plaintiff.

FOURTEENTH AFFIRMATIVE DEFENSE

That by virtue of the conduct of the Plaintiff, or her authorized representatives and agents, and/or by virtue of her own omission to act under the circumstances, Plaintiff is barred from any recovery by virtue of her unclean hands.

FIFTEENTH AFFIRMATIVE DEFENSE

Defendant alleges that at the time and place alleged in the Complaint, Plaintiff did not exercise ordinary care, caution or prudence in the premises to avoid said accident, and the resulting injuries complained of, if any, were directly and proximately contributed to and caused by the fault, carelessness and negligence of the Plaintiff.

SIXTEENTH AFFIRMATIVE DEFENSE

That by virtue of the acts, conduct, and/or omission to act under the circumstances, Defendant has been released and discharged from any liability to the Plaintiff, which liability is expressly denied.

SEVENTEENTH AFFIRMATIVE DEFENSE

Defendant alleges that the Plaintiff has failed to timely plead this matter and has thereby delayed the litigation and investigation of this claim to the prejudice of the Defendant and accordingly this action should be dismissed.

EIGHTEENTH AFFIRMATIVE DEFENSE

Defendant hereby incorporates by reference those affirmative defenses enumerated in Rule 8 of the Nevada Rules of Civil Procedure as fully set forth herein. Some of the foregoing

1 Affirmative Defenses have been pled for purposes of non-waiver. All possible affirmative
2 defenses may not have been raised herein as sufficient facts were not available after
3 reasonable inquiry upon the filing of this Answer and, therefore, Defendant reserves the
4 right to amend the Answer or allege additional affirmative defenses if subsequent
5 investigation so warrants.
6

7 (NOTE: Some or all of the affirmative defenses above pled may have been pled for purposes
8 of non-waiver pending discovery. Other affirmative defenses may be added as discovery continues.)
9

10 WHEREFORE, Defendant, BURLINGTON COAT FACTORY WAREHOUSE
11 CORPORATION, demands judgment that the Plaintiff take nothing by way of her Complaint on file
12 herein and that she go hence with her costs herein incurred and that Defendants be awarded reasonable
13 attorney's fees.

14 DATED this 12th day of February 2020.

15 HANSEN & HANSEN, LLC.

16 BY: /s/ Jonathan J. Hansen
17 JONATHAN J. HANSEN, ESQ.
18 Nevada Bar No. 7002
19 9030 W. Cheyenne Ave. #210
20 Las Vegas, NV 89129
21 Attorney for Defendants
22
23
24
25
26
27
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CERTIFICATE OF SERVICE

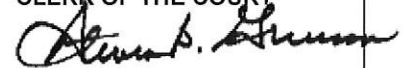
Pursuant to NRCP 5 (b), I hereby certify that on this 12th day of February 2020 I served a copy of the foregoing ANSWER as follows:

- ☒ Electronic Service - via the Court's electronic service system; and/or
- ☐ U.S. Mail – By depositing a true copy thereof in the U.S. mail, first class postage prepaid and addressed as listed below; and/or
- ☐ Facsimile – By facsimile transmission pursuant to EDCR 7.26 to the facsimile number(s) shown below and in the confirmation sheet filed herewith. Consent to service under NRCP 5(b)(2)(D) shall be assumed unless an objection to service by facsimile transmission is made in writing and sent to the sender via facsimile within 24 hours of receipt of this Certificate of Service; and/or
- ☐ Hand Delivery – By hand - delivery to the address listed below.

Michael C. Kane, Esq.
Bradley J. Myers, Esq.
Jason C. Barron, Esq.
THE702FIRM
400 S. 7th Street, Ste. 400
Las Vegas NV 89101
and
Adam S. Kutner, Esq.
ADAM S. KUTNER, P.C.
1137 S. Rancho Dr., Ste. 150A
Las Vegas NV 89102
Attorneys for Plaintiff

/s/ Lisa M. Sabin
An Employee of Hansen & Hansen, LLC

Electronically Filed
2/12/2020 9:15 AM
Steven D. Grierson
CLERK OF THE COURT



1 **IAFD**
2 **JONATHAN J. HANSEN, ESQ.**
3 Nevada Bar No. 7002
4 **HANSEN & HANSEN, LLC**
5 9030 W. Cheyenne Ave. #210
6 Las Vegas, NV 89129
7 (702) 906-1300: office
8 (702) 620-5732: facsimile
9 jjhansen@hansenlawyers.com
10 *Attorney for Defendant*

7 **DISTRICT COURT**
8 **CLARK COUNTY, NEVADA**

8 MARYLOU QUIACUSAN,

9 Plaintiff,

10 v.

11 BURLINGTON COAT FACTORY
12 WAREHOUSE CORPORATION, a Delaware
13 Corporation; DOES I through X, inclusive,
14 Nevada Residents; and ROE CORPORATIONS
15 I though X, inclusive, Nevada Corporate
16 Entities,

Defendants,

CASE NO.: A-20-809306-C
DEPT. NO.: 24

17 **INITIAL APPEARANCE FEE DISCLOSURE**
18 **(NRS CHAPTER 19)**

19 Pursuant to NRS Chapter 19, as amended by Senate Bill 106, filing fees are submitted for
20 parties appearing in the above entitled action as indicated below:

21 Name of Defendant - Burlington Coat Factory \$223.00

22 TOTAL REMITTED: \$223.00

23 DATED this 12th day of February 2020.

24 HANSEN & HANSEN, LLC.

25 BY: /s/ Jonathan J. Hansen
26 JONATHAN J. HANSEN, ESQ.
27 Nevada Bar No. 7002
28 9030 W. Cheyenne Ave. #210
Las Vegas, NV 89129
Attorney for Defendants

CERTIFICATE OF SERVICE

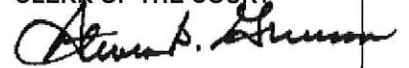
Pursuant to NRCP 5 (b), I hereby certify that on this 12th day of February 2020 I served a copy of the foregoing INITIAL APPEARANCE FEE DISCLOSURE as follows:

- ☒ Electronic Service - via the Court's electronic service system; and/or
- ☐ U.S. Mail – By depositing a true copy thereof in the U.S. mail, first class postage prepaid and addressed as listed below; and/or
- ☐ Facsimile – By facsimile transmission pursuant to EDCR 7.26 to the facsimile number(s) shown below and in the confirmation sheet filed herewith. Consent to service under NRCP 5(b)(2)(D) shall be assumed unless an objection to service by facsimile transmission is made in writing and sent to the sender via facsimile within 24 hours of receipt of this Certificate of Service; and/or
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Bradley J. Myers, Esq.
Jason C. Barron, Esq.
THE702FIRM
400 S. 7th Street, Ste. 400
Las Vegas NV 89101
and
Adam S. Kutner, Esq.
ADAM S. KUTNER, P.C.
1137 S. Rancho Dr., Ste. 150A
Las Vegas NV 89102
Attorneys for Plaintiff

/s/ Lisa M. Sabin
An Employee of Hansen & Hansen, LLC

Electronically Filed
2/12/2020 9:15 AM
Steven D. Grierson
CLERK OF THE COURT



DMJT
JONATHAN J. HANSEN, ESQ.
Nevada Bar No. 7002
HANSEN & HANSEN, LLC
9030 W. Cheyenne Ave. #210
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(702) 620-5732: facsimile
jjhansen@hansenlawyers.com
Attorney for Defendant

**DISTRICT COURT
CLARK COUNTY, NEVADA**

MARYLOU QUIACUSAN,

Plaintiff,

v.

BURLINGTON COAT FACTORY
WAREHOUSE CORPORATION, a Delaware
Corporation; DOES I through X, inclusive,
Nevada Residents; and ROE CORPORATIONS
I though X, inclusive, Nevada Corporate
Entities,

Defendants,

CASE NO.: A-20-809306-C
DEPT. NO.: 24

DEMAND FOR JURY TRIAL

COME NOW, the Defendant BURLINGTON COAT FACTORY WAREHOUSE
CORPORATION, by and through its attorney, JONATHAN J. HANSEN, ESQ., of the law firm
HANSEN & HANSEN, LLC., and demand a jury trial of all of the issues in the above matter.

DATED this 12th day of February 2020.

HANSEN & HANSEN, LLC.

BY: /s/ Jonathan J. Hansen
JONATHAN J. HANSEN, ESQ.
Nevada Bar No. 7002
9030 W. Cheyenne Ave. #210
Las Vegas, NV 89129
Attorney for Defendants

CERTIFICATE OF SERVICE

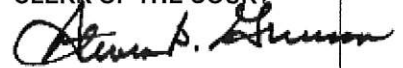
Pursuant to NRCP 5 (b), I hereby certify that on this 12th day of February 2020 I served a copy of the foregoing DEMAND FOR JURY TRIAL as follows:

- ☒ Electronic Service - via the Court's electronic service system; and/or
- ☐ U.S. Mail – By depositing a true copy thereof in the U.S. mail, first class postage prepaid and addressed as listed below; and/or
- ☐ Facsimile – By facsimile transmission pursuant to EDCR 7.26 to the facsimile number(s) shown below and in the confirmation sheet filed herewith. Consent to service under NRCP 5(b)(2)(D) shall be assumed unless an objection to service by facsimile transmission is made in writing and sent to the sender via facsimile within 24 hours of receipt of this Certificate of Service; and/or
- ☐ Hand Delivery – By hand - delivery to the address listed below.

Michael C. Kane, Esq.
Bradley J. Myers, Esq.
Jason C. Barron, Esq.
THE702FIRM
400 S. 7th Street, Ste. 400
Las Vegas NV 89101
and
Adam S. Kutner, Esq.
ADAM S. KUTNER, P.C.
1137 S. Rancho Dr., Ste. 150A
Las Vegas NV 89102
Attorneys for Plaintiff

/s/ Lisa M. Sabin
An Employee of Hansen & Hansen, LLC

Electronically Filed
2/20/2020 1:10 PM
Steven D. Grierson
CLERK OF THE COURT



ABREA

MICHAEL C. KANE, ESQ.

Nevada Bar No. 10096

BRADLEY J. MYERS, ESQ.

Nevada Bar No. 8857

JASON C. BARRON, ESQ.

Nevada Bar No. 7270

THE702FIRM

400 South 7th Street, #400

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Telephone: (702) 776-3333

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E-Mail: mike@the702firm.com

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and

ADAM S. KUTNER, ESQ,

Nevada Bar No. 4310

ADAM S. KUTNER, P.C.

1137 S. Rancho Drive, Suite 150-A

Las Vegas, NV 89102

Telephone: (702) 382-0000

Attorneys for Plaintiff

MARYLOU QUIACUSAN,

DISTRICT COURT

CLARK COUNTY, NEVADA

MARYLOU QUIACUSAN,

Plaintiff,

vs.

BURLINGTON COAT FACTORY
WAREHOUSE CORPORATION, a Delaware
Corporation; DOES I through X, inclusive,
Nevada Residents; and ROE CORPORATIONS I
through X, inclusive, Nevada Corporate Entities;

Defendants.

Case No. : A-20-809306-C

Dept. No.: 24

**PLAINTIFF'S REQUEST FOR
EXEMPTION FROM ARBITRATION**

Plaintiff, by and through her counsel of record, MICHAEL C. KANE, ESQ., BRADLEY J. MYERS, ESQ., and JASON C. BARRON, ESQ. of THE702FIRM, hereby requests that the above-entitled matter be exempted from arbitration pursuant to Nevada Arbitration Rules 3 and 5, because the action has a probable jury award value in excess of \$50,000.00.

MEMORANDUM OF POINTS AND AUTHORITIES

STATEMENT OF RELEVANT FACTS

This case involves a slip and fall incident that occurred on September 22, 2018, in Las Vegas, Nevada at the premises of Defendant BURLINGTON COAT FACTORY WAREHOUSE CORPORATION, located at 5959 West Sahara Avenue in Las Vegas, Nevada. Plaintiff, Marylou Quiacusan, a business invitee, was walking near a cash register toward the exit when she slipped on a foreign liquid substance on the floor. As a result of the incident, Plaintiff sustained significant injuries.

INJURIES AND DAMAGES

The day following the incident, Ms. Quiacusan presented to UMC Quick Care- Nellis, with complaints of right sided back pain, rib pain, right sided low back pain, back muscle spasms, and right hand pain. She was examined, x-rays were taken, and she was discharged with a right Velcro wrist splint, pain medication, anti-inflammatories, and instructions to follow-up with her own primary care provider.

On October 4, 2018, Ms. Quiacusan consulted with Advanced Orthopedics & Sports Medicine. In addition to the back pain, she also complained of right knee pain and swelling. An MRI of the right knee confirmed: **Acute medial meniscus tear; Acute lateral meniscus tear; Acute synovitis; and Acute chondromalacia.** On December 13, 2018, she underwent lateral meniscectomy, medial meniscectomy, excision of plica and synovectomy, and chondroplasty.

MEDICAL SPECIALS TO DATE

	MEDICAL PROVIDER(S)	DATE(S) OF SERVICE	CHARGES
1.	UMC Quick Care – Nellis	09/23/2018	\$2,945.89
2.	Desert Radiologists	09/23/2018 – 02/12/2019	\$280.83
3.	Align Med Nellis	09/28/2018 – 10/03/2018	\$500.00
4.	Advanced Orthopedics & Sports Medicine	10/02/2018 – 06/05/2019	\$20,545.00
5.	Radar Medical Group	10/31/2018	\$4,689.00
6.	LabCorp	11/24/2018	\$812.00

7.	Parkway Surgery Center	12/13/2018	\$12,544.37
8.	US Anesthesia Partners	12/13/2018	\$1,043.00
9.	Select Physical Therapy	01/09/2019 – 03/12/2019	\$2,461.00
	<u>PARTIAL TOTAL</u>		\$45,821.09

Due to the nature of Plaintiff's injuries, and the likelihood of permanence, the extent of damages in this matter is well in excess of the arbitration limit of \$50,000.00.

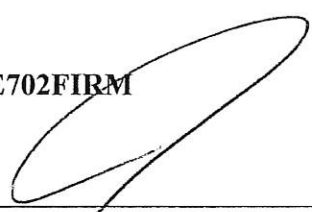
CONCLUSION

Based on the above and foregoing, Plaintiff respectfully request that the Arbitration Commissioner exempt this case from the arbitration program in accordance with NAR 3A and 5A.

I hereby certify, pursuant to N.R.C.P. 11, this case to be within the exemption marked above and am aware of the sanctions, which may be imposed against any attorney or party who without good cause or justification attempts to remove a case from the arbitration program.

DATED this 20 day of February, 2020.

THE702FIRM

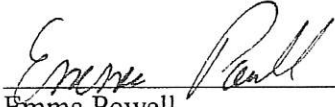


 MICHAEL C. KANE, ESQ.
 Nevada Bar No. 10096
 BRADLEY J. MYERS, ESQ.
 Nevada Bar No. 8857
 JASON C. BARRON, ESQ.
 Nevada Bar No. 7270
 400 South 7th Street #400
 Las Vegas, Nevada 89101
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that on the 26 day of February, 2020, I caused service of a true and correct copy of the foregoing **PLAINTIFF'S REQUEST FOR EXEMPTION FROM ARBITRATION** to be made by the Eighth Judicial District Court's Odyssey E-File and Serve program, upon all parties registered to use this service, in accordance with the Clark County District Court's Administrative Order No. 14-2, issued 5/9/14:

Jonathan J. Hansen, Esq.
HANSEN & HANSEN, LLC
9030 West Cheyenne Avenue, Suite 210
Las Vegas, NV 89129
Ph. (702) 906-1300
Attorneys for Defendant
BURLINGTON COAT FACTORY
WAREHOUSE CORPORATION



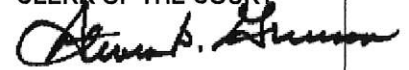
Emma Powell
An employee of THE702FIRM

EXHIBIT B

EXHIBIT B

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*Attorneys for Plaintiff***MARYLOU QUIACUSAN,****DISTRICT COURT****CLARK COUNTY, NEVADA****MARYLOU QUIACUSAN,**

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WAREHOUSE CORPORATION**, a Delaware
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DATED this 20 day of February, 2020.

THE702FIRM

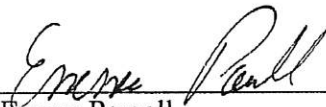


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CERTIFICATE OF SERVICE

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Las Vegas, NV 89129
Ph. (702) 906-1300
Attorneys for Defendant
BURLINGTON COAT FACTORY
WAREHOUSE CORPORATION



Emma Powell
An employee of THE702FIRM

EXHIBIT C

EXHIBIT C

EXHIBIT C

00003

C25

THE702FIRM

ATTORNEYS AT LAW

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 Telephone (702) 776-3333 Facsimile (702) 505-9787
 www.the702firm.com

Michael C. Kane, Esq.
 Admitted in Nevada

Jefferson C. Temple, Esq.
 Admitted in Nevada

Bradley J. Myers, Esq.
 Admitted in Nevada and Arizona

Joel S. Hengstler, Esq.
 Admitted in Nevada

Richard A. Englemann, Esq.
 Admitted in Nevada

Mark Rouse, Esq.
 Admitted in Nevada, California and Kentucky

Jason Barron, Esq.
 Admitted in Nevada

Danielle M. Holt, Esq.
 Admitted in Nevada

Michael S. Matzke, Esq.
 Admitted in Nevada

August 19, 2019

Via Certified Mail

Gallagher Bassett Services, Inc
 ATIN:CARLAJENKINS
 P.O. Box 2934
 Clinton, IA 52733

Re: Your Insured: Burlington Coat Factory
 Claim No.: 007087068767GB01
 Claimant: Marylou D. Quiacusan
 Our Case No.: 206081
 Date of Loss: September 22, 2018

Received
 AUG 29 2019

Dear Sir/Madam:

My client, Marylou Quiacusan, is prepared to settle her claim against your insured. Enclosed please find the medical records and bills from the following medical providers:

<u>Medical Providers</u>	<u>Medical Sncials</u>
UMC Quick Care - Nellis	\$2,945.89
Desert Radiologist	\$ 280.83
Align Med Nellis	\$ 500.00
US Anesthesia Partners Nevada	\$ 1,043.00
Parkway Surgery Center	\$12,544.37

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Advanced Orthopedics & Sports Medicine	\$20,545.00
Select Physical Therapy	\$2,461.00
TOTAL MEDICAL SPECIALS	\$40,320.09

Please be advised that due to the nature and extent of the injuries incurred by our client, we are hereby **demanding \$120,000.00** as full and final settlement conditional upon your providing of a copy of your insured's policy declaration sheet. This demand is also contingent on your representation that there is *no additional insurance coverage covering either the owner or the driver of the subject vehicle*. Further, your acceptance of this demand must be received, in writing, by 5:00 PM PST on September 19, 2019, or this offer is withdrawn.

Sincerely,



Bradley J. Myers, Esq.
BJM\br

USPS CERTIFIED MAIL



9214 8901 9403 8388 3939 94



THE702FIRM

Attorneys At Law

400 S. Seventh Street Suite #400 Ls Vegas, NV 89101

Gallagher Basset Services

P.O. BOX 2934

Clinton, LA 7052733

007087 068767 61301

CD

Carla Jenkins
Deputy